

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

In Re:	)	CHAPTER 13
	)	CASE NO. 17-10441
Barbara J. Slade-Lanier	)	Judge Arthur I. Harris
	)	
	)	<b><u>MOTION TO SELL REAL ESTATE</u></b>
	)	<b><u>WHILE IN AN ACTIVE</u></b>
	)	<b><u>CHAPTER 13</u></b>

\*\*\*\*\*

Now comes the Debtor, by and through counsel, Melissa L. Resar, and respectfully requests this Court to grant this motion to sell real estate located at 15802 Talford Ave., Cleveland, Ohio 44128. The Debtor is proposing to sell the real estate because she holds a life estate interest in the property and the relatives that occupy the property no longer wish to maintain the property.

The purchase agreement for the property is for \$50,000.00. The county has valued the property at \$71,900.00, however, the property is valued at \$51,000.00 on the website Zillow. Debtor believes the purchase price is fair due to the current condition of the property, the current economic climate, and the market values of properties in the area.

The Debtor is seeking permission to sell the home to a buyer in the ordinary course. Debtor has no previous relationship with this buyer.

The breakdown of the sales proceeds are as follows: The contract sales price is \$50,000.00; \$4,499.25 will pay settlement charges, \$300.00 will be held for the final water/sewer bill, \$1,088.16 will be used to pay property taxes. The sellers should net \$42,612.59 in cash after the sale is completed. Debtor will pay all of her proceeds from the sale into her plan.

Attached as Exhibit "A" is the purchase contract, and Exhibit "B" is the estimated

Settlement Statement.

Debtor prays this Motion is granted and she is permitted to sell the real estate.

Respectfully Submitted,

/s/Melissa L. Resar  
Melissa L. Resar (0071963)  
Rauser & Associates  
Attorney for Debtors  
614 W. Superior Avenue, Suite 950  
Cleveland, Ohio 44113  
(216) 263-6200  
mresar@ohiolegalclinic.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the 19<sup>th</sup> day of December, 2018 a true and correct copy of this Motion to Sell Real Estate was served:

Via the Court's Electronic Case Filing System on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Melissa L. Resar, on behalf of Debtor, at [mresar@ohiolegalclinic.com](mailto:mresar@ohiolegalclinic.com)

Lauren A. Helbling, on behalf of the Trustee, at [ch13trustee@ch13cleve.com](mailto:ch13trustee@ch13cleve.com)

And by regular U.S. Mail, postage prepaid, on:

Barbara J. Slade-Lanier, Debtor, at 1014 Evangeline Rd., Cleveland, Ohio 44110

/s/Melissa L. Resar  
Melissa L. Resar (0071963)  
Rauser & Associates  
Attorney for Debtor  
614 W. Superior Avenue, Suite 950  
Cleveland, Ohio 44113  
(216) 263-6200



**RUSSELL REAL ESTATE SERVICES**  
**RESIDENTIAL PURCHASE AGREEMENT**  
Administrative Office: 12190 Pearl Road, Strongsville Ohio 44136



Exhibit A

1. **BUYER:** The undersigned Joseph Ben Chlouch  
2. **PROPERTY:** Located at 15802 Talford Ave offers to buy the  
3. City Cleveland, Ohio, Zip Code 44128  
4. Permanent Parcel No. 140-03-081 and further described as being: SFR

6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7. appurtenant rights, including but not limited to any and all mineral rights, privileges and easements, and all buildings  
8. and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom  
9. fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all  
10. landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and controls;  
11. all permanently attached carpeting. The following selected items shall also remain: ☐ satellite dish; ☐ range and  
12. oven; ☐ microwave; ☐ kitchen refrigerator; ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air  
13. conditioner; ☒ central air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and ☐ grate; ☐ all existing  
14. window treatments; ☐ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener.

15. Also included: Offer subject to seller providing copy of lease and tenant contact information

16. Fixtures Not Included: AS +

17. **PRICE:** BUYER shall pay the sum of..... \$ 48000 ~~\$50,000~~

18. Earnest money payable to

19. in the form of a ☒ check ~~note~~, the receipt of which is hereby acknowledged  
20. by RUSSELL REAL ESTATE SERVICES. Note shall be redeemed (as stated on  
21. lines (23-25). All monies received to be deposited into an escrow/trust account  
22. and to be credited against the Purchase Price..... \$ 500

23. NOTE TO BE REDEEMED WITHIN FOUR DAYS OF WRITTEN ACCEPTANCE  
24. OR 24 HOURS AFTER SATISFACTORY COMPLETION OF ALL QUALIFIED  
25. INSPECTIONS, IF APPLICABLE.

26. Additional monies to be placed in escrow with a responsible lending institution, AS X 12/2/18  
27. title or trust company..... \$ 47500 ~~\$49,500~~

28. Execute and deliver note secured by a first mortgage on said premises

29. in the amount of ☐ Conventional ☐ FHA ☐ VA ☒ OTHER..... \$ JBC X AS

30. Additional Terms: cash offer. Walk through upon acceptance. Seller to provide  
31. subject to bankruptcy court approval. proof tenant paying rent 12/2/18

32. **FINANCING:** BUYER AS 12/2/18 a written application for the above mortgage loan; order the appraisal and provide  
33. verification to SELLER of said application and order of appraisal within \_\_\_\_\_ days and shall obtain a  
34. commitment for that loan no later than \_\_\_\_\_ days after acceptance of this offer. If first mortgage financing  
35. cannot be obtained despite BUYER Good faith efforts, Russell Real Estate Services reserves the right to arrange  
36. acceptable financing. If first mortgage financing cannot be obtained then this Agreement shall be null and void. Upon  
37. signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without  
38. any further liability of either party to the other or to the Brokers and their agents.

39. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
40. with the lending institution or escrow company on or before July 25th, 2018 1/24/2019 the shall be  
41. recorded on or about July 25th, 2018 1/24/2019

42. **POSSESSION:** SELLER shall deliver possession to BUYER of the property within \_\_\_\_\_ days by 5 ☐ AM ☒ PM  
43. after the title has been recorded. Subject to Buyer's rights. If any, the premises may be occupied by the SELLER free  
44. for \_\_\_\_\_ days. Additional \_\_\_\_\_ days at a rate of \$ \_\_\_\_\_ per day. Insurance coverage and payment and collection  
45. of fees for use and occupancy after recording of title are the sole responsibility of SELLER and BUYER.  
46. AS 12/2/18 7/8/18 07/07/2018

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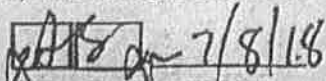
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47. **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
48. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
49. mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments  
50. as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and  
51. assessments, both general and special, not yet due and payable. BUYER is encouraged to obtain Owner's Title  
52. Insurance Policy ("OTIP"). An OTIP is different than a lender's title Insurance Policy, which will not protect the BUYER  
53. from claims and challenges on the title. SELLER shall furnish an OTIP in the amount of the purchase price, or  
54. from Newman Title LLC, or Sutton Title, as agreed to by the parties. BUYER agrees to release and  
55. discharge any and all claims and losses against The Russell Realty Company, d/b/a Russell Real Estate Services and  
56. its agents should the BUYER elect not to purchase an OTIP. I/we acknowledge and agree that I/we have (or will) select  
57. and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies")  
58. of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make  
59. that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to  
60. my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Services, or one or more of its  
61. agents, employees, officers and directors (collectively "Russell"), I/we did not rely on that introduction or any  
62. representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby  
63. release and hold harmless Russell from any direct or vicarious claims or liability arising from any misappropriation of  
64. funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless  
65. I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an  
66. attorney, of my/our choosing, review same and I/we have either done so, or have chosen not to do so, on our own  
67. without undue pressure by anyone. SELLER shall have thirty (30) days after notice to remove title defects. If unable  
68. to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or  
69. b) terminate this agreement, in which case neither BUYER, SELLER or any broker shall have any further liability to each  
70. other, and both BUYER and SELLER agree to sign a mutual release, releasing earnest money to BUYER.

71. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county  
72. charges, heating fuel oil/propane (if any) and tenant's rents, collected or uncollected, shall be prorated as of the  
73. date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax  
74. duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only,  
75. taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow  
76. agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as  
77. of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If  
78. the property being transferred is new construction and recently completed or in the process of completion at the  
79. time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the  
80. taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient  
81. funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title  
82. has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to SELLER  
83. once they receive notice from the local county auditor that the taxes on the land and improvements have been paid  
84. in full to the date the title has been recorded. SELLER and BUYER acknowledge that the latest available tax duplicate  
85. may not reflect the accurate amount of taxes and assessments that will be owed. SELLER and BUYER agree to adjust  
86. directly outside of escrow for any increase or decrease in valuation and the cost of all passed or levied, but not yet  
87. certified, taxes and assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of  
88. any proposed taxes or assessments, public or private, except the following:  
89. \_\_\_\_\_

90. In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ BUYER ☐ SELLER  
91. agrees to pay the amount of such recoupment.

92. **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the Escrow  
93. Agent's usual conditions of acceptance. The Mortgage Location Survey is to be performed by Exacta Land Surveying  
94. or \_\_\_\_\_. SELLER shall pay the following costs through escrow: a) deed  
95. preparation, b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not  
96. assumed by BUYER, d) title exam and one half the cost of insuring premium for Owners Title Insurance Policy, e)  
97. prorations due BUYER, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit  
98. payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). Tenant security deposits, if  
99. any, shall be credited in escrow to the BUYER. The escrow agent shall withhold \$400.00 from the proceeds due  
100. SELLER for payment of Seller's final water and sewer bills. SELLER shall pay all utility charges to date of recording of  
101. title or date of possession whichever is later. BUYER shall pay the following through escrow (unless prohibited by VA/FHA  
102. regulations): a) one-half of the escrow fee, b) one half the cost of insuring premium for Owners Title Insurance Policy,  
103. c) all recording fees for the deed and any mortgage, and d) a Broker's Commission of \$265 for services rendered (plus



 07/07/2018



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104. any amount due if an Exclusive Buyer Representation Agreement exists) payable to Russell Real Estate Services  
105. (address on line 274). SELLER and BUYER hereby authorize and instruct escrow agent to send a copy of their fully  
106. signed Closing Disclosure or Settlement Statement(s) to both Broker(s) listed on this Agreement promptly after closing,  
107. which Broker(s) may submit to other parties to the transaction.

108. **HOME WARRANTY:** BUYER has been made aware and acknowledges that several Limited Home Warranty  
109. Insurance Policies issued by numerous companies are available and that such policies have deductibles, and may  
110. not cover pre-existing defects in the property, and have items excluded from coverage. BUYER ☐ does ☒ does not  
111. elect to secure a Limited Home Warranty Plan issued by HMS Home Warranty or \_\_\_\_\_  
112. The cost of \$ \_\_\_\_\_ shall be paid by ☐ BUYER ☐ SELLER through escrow.

113. **INSPECTION:** BUYER acknowledges that it has been recommended to him/her that he/she engage, at his/her  
114. expense, the services of professional inspectors to inspect the premises to ascertain that the condition of the  
115. premises is as called for in this agreement. This agreement shall be subject to the following inspection(s) by a  
116. qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement.  
117. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and  
118. releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not  
119. elect inspections, BUYER acknowledges that BUYER is acting against the advice of Buyer's agent and broker.  
120. BUYER understands that all real property and improvements may contain defects and conditions that are not  
121. readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the Broker(s) and  
122. their agent(s) do not guarantee and in no way assume responsibility for the property's condition.  
123. BUYER acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of  
124. the SELLER or Buyer's inspectors regarding the condition and systems of the property. BUYER further acknowledges  
125. that the entire house was open for observation and that BUYER had an unimpeded opportunity to inspect the entire  
126. house and did inspect said house. The BUYER further understands and agrees that it is not the responsibility of the  
127. brokerage firms or real estate agents to inspect the property and agrees to waive all liability and hold harmless any  
128. brokerage firm or real estate agent connected with this transaction.

129. Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the  
130. need for the inspections listed below.

131. ☒ ☐ 1. GENERAL HOME INSPECTION by professional inspector within 10 days from acceptance of this offer.  
Paid By: ☐ SELLER ☒ BUYER  
132. ☐ ☒ 2. SEPTIC SYSTEM INSPECTION by a professional inspector (first verify with County Regulations) within  
\_\_\_\_\_ days from acceptance of this offer. Paid By: ☐ SELLER ☐ BUYER  
133. ☐ ☒ 3. WELL WATER TEST for potability, by a professional inspector within \_\_\_\_\_ days from acceptance of this offer.  
Paid By: ☐ SELLER ☐ BUYER  
134. ☐ ☒ 4. WELL INSPECTION for adequate flow rate, by a professional inspector within \_\_\_\_\_ Days from acceptance  
of this offer. Paid By: ☐ SELLER ☐ BUYER  
135. ☐ ☒ 5. TERMITE/WOOD DESTROYING INSECT INSPECTION by a licensed inspector within \_\_\_\_\_ days from  
acceptance of this offer. Paid By: ☐ SELLER ☐ BUYER  
If FHA/VA regulations prohibit the payment of insect inspection by BUYER, SELLER shall pay cost.  
136. ☐ ☒ 6. INSPECTION FOR PRESENCE OF LEAD BASED PAINT, AND/OR LEAD BASED PAINT HAZARD within  
ten (10) days \_\_\_\_\_ after acceptance of the contract. Paid By: ☐ SELLER ☐ BUYER  
137. ☐ ☒ 7. RADON INSPECTION by a professional inspector within \_\_\_\_\_ days from acceptance of this offer.  
Paid By: ☐ SELLER ☐ BUYER  
138. ☐ ☒ 8. ASBESTOS INSPECTION by a professional inspector within \_\_\_\_\_ days from acceptance of this offer.  
Paid By: ☐ SELLER ☐ BUYER  
139. ☐ ☒ 9. MOLD OF ANY TYPE INSPECTION by a professional inspector within \_\_\_\_\_ days from acceptance  
of this offer. Paid By: ☐ SELLER ☐ BUYER  
140. ☐ ☒ 10. FOUNDATION INSPECTION by a professional inspector within \_\_\_\_\_ days from acceptance of this offer.  
Paid By: ☐ SELLER ☐ BUYER

AKS 7/8/18  
SELLER(S) INITIALS AND DATE

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TBC  
BUYER(S) INITIALS AND DATE



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141. 11. OTHER INSPECTION(S) by a professional Inspector within \_\_\_\_\_ days from acceptance of this offer.  
Paid By: SELLER ☐ BUYER ☐

142. (List OTHER INSPECTIONS) \_\_\_\_\_

143. \_\_\_\_\_

144. BUYER shall within 3 days of completion of the last inspection requested elect one of the following:

145. A) Remove the inspection contingency accepting the property in its "AS IS" PRESENT PHYSICAL CONDITION. If the  
146. property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an Amendment of  
147. Contingency Removal accepting the property "AS IS";

148. B) Accept the property subject to the SELLER agreeing to have specific material defects, that were either previously disclosed  
149. in writing by the SELLER or identified in a written inspection report repaired by a qualified contractor in a professional manner  
150. at SELLER expense. BUYER shall provide to SELLER a copy of the inspections report(s) and sign an Amendment to  
151. the Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.  
152. SELLER and BUYER shall have four (4) days from SELLER receipt of the written list of defects and the inspection  
153. report(s) to agree in writing which defects, if any, will be corrected by SELLER. If a written Agreement is not signed by  
154. SELLER and BUYER within those four(4) days, this agreement shall be null and void and SELLER and BUYER agree  
155. to sign a mutual release, whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit  
156. shall be returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE  
157. SERVICES;

158. C) Terminate this Agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing  
159. by the SELLER or any cooperating real estate broker, whereupon signing of a mutual release by SELLER and BUYER,  
160. the earnest money deposit shall be returned to the BUYER without any further liability between SELLER and BUYER  
161. or to RUSSELL REAL ESTATE SERVICES.

162. FAILURE TO HAVE INSPECTION(S) COMPLETED AS REQUIRED ABOVE, OR TO NOTIFY SELLER BY  
163. WRITTEN NOTICE AS REQUIRED ABOVE, OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION  
164. PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND BUYER SHALL TAKE THE PROPERTY  
165. AS IS" WITH RESPECT TO SUCH DEFECTS.

166. The SELLER and BUYER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise  
167. their right to terminate this Agreement. SELLER agree to provide reasonable access to the property for BUYER to  
168. review and approve any conditions corrected by the SELLER.

169. **MEGAN'S LAW/SEX OFFENDER REGISTRATION LAW(S):** SELLER warrants that SELLER has disclosed to  
170. BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information  
171. disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume  
172. the responsibility to check with the local sheriff's office for additional information. BUYER will rely on Buyer's own  
173. inquiry with the local sheriff's Office as to registered sex offenders in the area and will not rely on SELLER or any  
174. real estate agent involved in the transaction to determine if a sex offender resides in the area of any property  
175. BUYER may purchase.

176. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in  
177. its "As Is" Present Physical Condition including any defects disclosed by the SELLER on the Ohio Residential Property  
178. Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a  
179. part of this agreement. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise be-  
180. tween the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations,  
181. warranties, or statements about the property (including but not limited to its condition or use) unless otherwise  
182. disclosed on this agreement or on the Residential Property Disclosure Form.

183. ☒ 1. BUYER acknowledges receipt of completed Residential Property Disclosure Form from SELLER.

184. ☐ 2. BUYER has not received Residential Property Disclosure Form and SELLER agrees to deliver to BUYER a copy  
185. of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the  
186. property is exempt by Ohio Revised Code 5302.30 from the use of the form.

187. SELLER shall pay all costs for the repair of any utility line that the SELLER has responsibility for at the time of  
188. recording of title or transfer/restoration of utilities, whichever is sooner. SELLER agrees to comply with any and



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193. cannot agree in writing, this Agreement can be declared null and void by either party. In that event SELLER and  
194. BUYER agree to sign *mutual release* with instruction to the Broker on disbursement of the earnest money.
195. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential  
196. Property Disclosure Form unless otherwise stated above and SELLER has not made any representations or warranties,  
197. either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if  
198. applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the  
199. SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation  
200. to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that  
201. any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures  
202. or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments  
203. are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents  
204. that you relied upon when purchasing this property. none
205. **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
206. price prior to title transfer, BUYER may either a) accept the insurance proceeds for said damage and complete this  
207. transaction or b) terminate this agreement and receive the return of all deposits made. In that event, SELLER and  
208. BUYER agree to sign a *mutual release*, with instruction to the Broker on disbursement of the earnest money on deposit  
209. BUYER has the right to inspect this property for any reason. If such damage is less than ten percent of the purchase price,  
210. SELLER shall restore the property to its prior condition and BUYER agrees to complete the purchase of the Property.
211. **ADDENDA:** The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☒ Residential  
212. Property Disclosure ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Secondary Offer ☐ Condominium ☐ Short Sale  
213. ☐ House Sale Contingency ☐ House Sale Concurrence ☒ Lead Based Paint (required if built before 1978)  
214. ☒ Homeowner's Association ☐ Affiliated Business Arrangement Disclosure Statement ☒ Walk Through  
215. ☒ Wire Fraud - Protect Yourself ☐ SMS Service Agreement Disclosure Statement ☐ Other: \_\_\_\_\_  
216. \_\_\_\_\_
217. are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting terms  
218. in the Purchase Agreement.
219. **EARNEST MONEY:** The Broker shall acknowledge receipt of the earnest money shown on line 22 to the escrow agent  
220. who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money  
221. shall be retained in the broker's trust account until after title transfer at which time it shall be applied  
222. against any compensation due broker. Any amount by which the earnest money exceeds the compensation  
223. due the broker shall be remitted to the escrow agent. In the event of a dispute between the SELLER and BUYER  
224. regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law  
225. to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties  
226. specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money  
227. is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the  
228. parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the  
229. dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.
230. **PERFORMANCE:** If the BUYER fails to perform this contract at the time and in the manner herein specified or  
231. defaults in the performance of any of the obligations imposed by the terms hereof, SELLER may, at SELLER's option,  
232. treat this Agreement as null and void and earnest money shall be forfeited by BUYER in favor of SELLER. It is  
233. agreed and stipulated that if BUYER defaults in his/her/their performance of this agreement, then BUYER shall be  
234. obligated to pay any and all commissions due RUSSELL REAL ESTATE SERVICES. If SELLER does not perform his  
235. obligations under this contract within said time, BUYER may, at his option, treat this contract as null and void and  
236. receive the return of earnest money, in which case SELLER agrees to pay the commission as though the sale and  
237. transfer had been fully consummated. All parties hereto hereby acknowledge receipt of a full and complete copy of  
238. this Agreement. This contract shall be binding on the SELLER, the BUYER, their heirs, executors, administrators,  
239. successors and assigns. State law requires that RUSSELL REAL ESTATE SERVICES has a signed mutual release  
240. or court order before releasing earnest money (All parties hereby agree to sign a Mutual Release accordingly).  
241. See, Earnest Money, above.
242. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of  
243. the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign,  
244. rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing  
245. accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion,  
246. sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that  
247. section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental

SELLER(S) INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT 04-01-17

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BUYER(S) INITIALS AND DATE



Property Address: 15802 Talford Avenue Cleveland, Ohio 44128

248. of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit,  
249. to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the  
250. neighborhood of a person or persons belonging to one of the protected classes.  
251. **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-  
252. offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and  
253. SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the  
254. parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in  
255. writing and be signed/initialed by both BUYER and SELLER. Facsimile or electronic signatures shall be deemed  
256. binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions  
257. of acceptance. If there is any conflict between the escrow's conditions of acceptance and this agreement, the  
258. terms of this agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

259. This Offer is open for acceptance in writing until \_\_\_\_\_ o'clock ☐ (AM) ☐ (PM) EST, on \_\_\_\_\_, 20\_\_\_\_.

260. This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.

261. BUYER: [Signature] Email: ami@bairn.com X JBC AS 12/21/18

262. Print Name: Joseph Ben Chlouch Phone: 904-427-6768 X JBC AS 12/21/18

263. BUYER: \_\_\_\_\_ Email: \_\_\_\_\_

264. Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

265. Date: 07/07/2018 City/State/Zip: \_\_\_\_\_

266. RUS \_\_\_\_\_ 00387521:

267. By: \_\_\_\_\_ Office: Brecksville Phone: 440-526-9400

268. SELLER ☐ ACCEPTS the above offer and,

269. ☐ REJECTS said offer; or ☐ COUNTEROFFERS according to the above modifications initiated by SELLER.

270. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock ☐ (AM) EST

271. on \_\_\_\_\_, 20\_\_\_\_. ☐ (PM) EST

272. Upon final acceptance, SELLER instructs the Escrow Agent to pay from SELLER'S escrow funds upon title transfer a

273. Brokerage Commission as follows: SIX or 6 %

274. of the Purchase Price to Russell Real Estate Services, 12190 Pearl Road Strongsville, Ohio 44136. In accordance

275. with the listing agreement, SELLER will also be charged an additional commission of \$265 if listed with Russell

276. Real Estate Services.

277. AND (Other Broker, if any) \_\_\_\_\_ to be paid as per Listing Agreement.

278. SELLER: [Signature] Email: X ASlade 909@gmail.com

279. Print Name: X Phone: X(216) 314-3686

280. SELLER: Anthony SLADE Email: \_\_\_\_\_

281. Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

282. Date: 7/8/18 City/ST/Zip: \_\_\_\_\_

List Broker/Agent Information:

283. Russell Real Estate Services 387521  
Listing Real Estate Company (Company OH BRKR LIC #)

284. Charles Amato 334114  
Listing Agent (Agent OH RE LIC #)

285. 440-342-5453  
Listing Agent Cell Phone#

286. amatochuckmj23@aol.com  
Listing Agent Email

287. 440-572-3100 9703  
Listing Office Phone# (Office MLS #)

Selling Broker/Agent Name Information:

Russell Real Estate Services #0000387521  
Selling Real Estate Company (Company OH BRKR LIC #)

Alex S. Carney 2006002228  
Selling Agent (Agent OH RE LIC #)

440-382-7720  
Selling Agent Phone#

alexcarneyest@gmail.com  
Selling Agent Email

440-526-9400 2759  
Selling Office Phone# (Office MLS #)

RESIDENTIAL PURCHASE AGREEMENT 04-01-17

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# Russell Real Estate Services

## AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT AND REMOVAL OF INSPECTION CONTINGENCIES

1 This is an Amendment to the Residential Purchase Agreement dated: 07/12/2018  
2 for the purchase and sale of the property know as:

3 (Street Address ) 15802 Talford Avenue

4 (City) Cleveland Ohio, (Zip Code) 44128

5 between Joseph Ben Clouch (Buyer)

6 and Anthony Slade (Seller).

7 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and  
8 Seller(s):

9 **FINANCING:** Buyer(s) loan commitment to be obtained on or about:

10 \_\_\_\_\_ (date)

11 **CLOSING:** Funds and Documents to be placed in escrow on or before:

12 1/24/2019  
on or before 08/31/2018 (date) and title shall be transferred on or

13 about on or before 08/31/18 1/24/2019

14 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on

15 on or before 08/31/18 1/24/2019 ☐ AM ☐ PM provided the  
16 title has transferred.

17 **INSPECTION CONTINGENCIES:**

- |                                   |                                  |  |
|-----------------------------------|----------------------------------|--|
| 18 1. General Home Inspection     | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below |
| 19 2. Septic System Inspection    | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 20 3. Water Potability Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 21 4. Well Flow Rate              | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 22 5. Radon                       | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 23 6. Pest/Wood Destroying Insect | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 24 7. Lead Based Paint Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 25 8. Mold                        | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 26 9. Other _____                 | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| 27 10. _____                      | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |

28 **CONDITIONS:**

29 Price reduction of \$2000 from an original agreed upon price of \$50,000 lowered to \$48,000 for repairs  
30 buyer will assume.

33 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO  
34 REMAIN IN FULL FORCE AND EFFECT.

35 Joseph Ben Clouch Signature Verified  
07/25/18 3:12PM EDT  
KMSH-36460-BKZB-07A1  
36 BUYER DATE

37 \_\_\_\_\_  
38 BUYER DATE

Anthony Slade  
SELLER DATE

\_\_\_\_\_  
SELLER DATE







Exhibit "B"

# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

<b>B. Type of Loan</b>				6. File Number		7. Loan Number		8. Mortgage Ins Case Number	
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv Ins. 6. <input type="checkbox"/> Seller Finance				7261					
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.									
D. Name & Address of Borrower Joseph Ben Chlouh				E. Name & Address of Seller Anthony B. Slade and Georgiana Love Slade				F. Name & Address of Lender Cash	
G. Property Location  15802 Talford Avenue Cleveland, OH 44128				H. Settlement Agent Name Suntrust Title Agency Inc. 16280 Celle Circle Walton Hills, OH 44146 Tax ID: 34-1937585  Place of Settlement Suntrust Title Agency Inc. 16280 Celle Circle Walton Hills, OH 44146					
I. Settlement Date 1/24/2019 Fund:									
<b>J. Summary of Borrower's Transaction</b>					<b>K. Summary of Seller's Transaction</b>				
<b>100. Gross Amount Due from Borrower</b>					<b>400. Gross Amount Due to Seller</b>				
101. Contract Sales Price		\$50,000.00			401. Contract Sales Price		\$50,000.00		
102. Personal Property					402. Personal Property				
103. Settlement Charges to borrower		\$922.25			403.				
104.					404.				
105.					405.				
<b>Adjustments for items paid by seller in advance</b>					<b>Adjustments for items paid by seller in advance</b>				
106. County property taxes					406. County property taxes				
107.					407.				
108.					408.				
109.					409.				
110.					410.				
111.					411.				
112.					412.				
113.					413.				
114.					414.				
115.					415.				
116.					416.				
<b>120. Gross Amount Due From Borrower</b>		<b>\$50,922.25</b>			<b>420. Gross Amount Due to Seller</b>		<b>\$50,000.00</b>		
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>					<b>500. Reductions in Amount Due to Seller</b>				
201. Deposit or earnest money					501. Excess Deposit				
202. Principal amount of new loan(s)					502. Settlement Charges to Seller (line 1400)		\$4,499.25		
203. Existing loan(s) taken subject to					503. Existing Loan(s) Taken Subject to				
204. Commitment fee					504. Payoff of first mortgage loan				
205.					505. Payoff of second mortgage loan				
206.					506. Hold for First half 2018 Taxes		\$1,500.00		
207.					507. Hold for final Water and Sewer		\$300.00		
208.					508.				
209.					509.				
<b>Adjustments for items unpaid by seller</b>					<b>Adjustments for items unpaid by seller</b>				
210. County property taxes 07/01/18 thru 01/24/19		\$1,088.16			510. County property taxes 07/01/18 thru 01/24/19		\$1,088.16		
211.					511.				
212.					512.				
213.					513.				
214.					514.				
215.					515.				
216.					516.				
217.					517.				
218.					518.				
219.					519.				
<b>220. Total Paid By/For Borrower</b>		<b>\$1,088.16</b>			<b>520. Total Reduction Amount Due Seller</b>		<b>\$7,387.41</b>		
<b>300. Cash At Settlement From/To Borrower</b>					<b>600. Cash At Settlement To/From Seller</b>				
301. Gross Amount due from borrower (line 120)		\$50,922.25			601. Gross Amount due to seller (line 420)		\$50,000.00		
302. Less amounts paid by/for borrower (line 220)		\$1,088.16			602. Less reductions in amt. due seller (line 520)		\$7,387.41		
<b>303. Cash From Borrower</b>		<b>\$49,834.09</b>			<b>603. Cash To Seller</b>		<b>\$42,612.59</b>		
<p>Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.</p> <p>Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.</p>									



**L. Settlement Charges**

<b>700. Total Sales/Broker's Commission based on price</b>	<b>\$50,000.00</b>	<b>@6 % = \$3,000.00</b>	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701. <b>\$3,000.00</b>	to			
702.	to	<b>Russell Real Estate Services</b>		
703. Commission Paid at Settlement			<b>\$0.00</b>	<b>\$3,000.00</b>
704. Administration Fee	to	<b>Russell Real Estate Services</b>	<b>\$265.00</b>	<b>\$265.00</b>
705. Processing fee	to			
<b>800. Items Payable in Connection with Loan</b>				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
808. Flood Certification Fee	to			
809. Processing Fee	to			
810. Tax Service Fee	to			
811. Broker Fee	to			
812. Premium Yld Sprd	to			
<b>900. Items Required by Lender To Be Paid In Advance</b>				
901. Interest from <b>1/24/2019</b> to <b>2/1/2019 @ \$0/day</b>				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
<b>1000. Reserves Deposited With Lender</b>				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	<b>\$160.28</b> per month		
1005. Annual assessments	months @	per month		
1006. School property taxes	months @	per month		
1007. MUD taxes	months @	per month		
1008. HOA Dues	months @	per month		
1011. Aggregate Adjustment				
<b>1100. Title Charges</b>				
1101. Settlement or closing fee	to	<b>Suntrust Title Agency Inc.</b>	<b>\$325.00</b>	<b>\$325.00</b>
1102. Abstract or title search	to			
1103. Title examination	to	<b>Suntrust Title Agency Inc.</b>		<b>\$350.00</b>
1104. Title insurance binder	to	<b>Suntrust Title Agency Inc.</b>	<b>\$100.00</b>	
1105. Wire/Overnight Fees \$20.00 per incident	to	<b>Suntrust Title Agency Inc.</b>	<b>\$20.00</b>	<b>\$20.00</b>
1106. Special Tax Search	to	<b>Suntrust Title Agency Inc.</b>		
1107. Attorney's fees	to	<b>Costanzo &amp; Lazzaro, P.L.L.</b>		<b>\$90.00</b>
(includes above items numbers: )				
1108. Title insurance	to	<b>Suntrust Title as Agent for General Title</b>	<b>\$143.75</b>	<b>\$143.75</b>
(includes above items numbers: )				
1109. Lender's coverage		<b>\$0.00/\$0.00</b>		
1110. Owner's coverage		<b>\$50,000.00/\$287.50</b>		
1111. Transfer/Conditional Filing	to	<b>Suntrust Title Agency Inc.</b>	<b>\$40.00</b>	<b>\$40.00</b>
<b>1200. Government Recording and Transfer Charges</b>				
1201. Recording Fees Deed \$28.50 ; Mortgage ; Rel	to	<b>Cuyahoga County Fiscal Office</b>	<b>\$28.50</b>	
1202. City/county tax/stamps Deed ; Mortgage	to			
1203. State tax/stamps Deed ; Mortgage	to			
1204. Transfer and Conveyance	to	<b>Cuyahoga County Fiscal Office</b>		<b>\$200.50</b>
<b>1300. Additional Settlement Charges</b>				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Cleveland Certification	to	<b>Suntrust Title Agency Inc.</b>		<b>\$65.00</b>
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>\$922.25</b>	<b>\$4,499.25</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Joseph Ben Chlouh

Anthony B. Slade

**SETTLEMENT AGENT CERTIFICATION**

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Georgiana Love Slade

Settlement Agent

Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

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Form HUD-1 (3/86)  
Handbook 4305.2